



Town of Dumfries
Council Meeting

Meeting Date:

October 1, 2013

Agenda Item#

XIV - F

AGENDA ITEM FORM

TYPE OF AGENDA ITEM:

- ☐ CONSENT AGENDA
☐ PRESENTATION
☒ ACTION ITEM
☐ TOWN MANAGER & STAFF COMMENTS
☐ PUBLIC HEARING
☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION ONLY
☐ DISCUSSION ONLY
☒ DISCUSSION AND/OR DECISION
☐ Introduction ☒ Resolution
☐ Ordinance ☐ Grant/MOU
☐ By Motion ☐ Bylaws
☐ Certificate

PRESENTER:

Richard West

PRESENTER TITLE:

Director of Public Works

AGENDA ITEM:

Resolution to Authorize the Town Manager to Enter Into a Project Administration Agreement with Prince William County for the US Route 1 Widening Project

BACKGROUND / SUMMARY:

In order to move forward with project scoping for the Route 1 Widening Project, the Town has asked Prince William County to administer the project on the Town's behalf. Prince William County staff has the background and experience to deliver federal aid projects.

VDOT requires that the agreement be executed by November 1, 2013.

ATTACHMENTS:

Draft Project Administration Agreement

REQUESTED ACTION:

☐ NO ACTION REQUESTED

Approve the Resolution authorizing the Town Manager to enter into the agreement

FOR MORE INFORMATION, CONTACT:

Name: Richard West

Phone#: 703 221-3400

E-mail: rwest@dumfriesva.gov

FOR USE DURING MEETING

VOTE:

☐ PASSED

☐ NOT PASSED

Y N

☐ ☐ Brewer
☐ ☐ Reynolds
☐ ☐ Wood

Y N

☐ ☐ Foreman
☐ ☐ Toney

Y N

☐ ☐ Forrester
☐ ☐ Washington

AT A REGULAR MEETING OF THE DUMFRIES TOWN COUNCIL, HELD ON OCTOBER 1, 2013, IN COUNCIL CHAMBERS, 17755 MAIN STREET, DUMFRIES, VIRGINIA: ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Charles C. Brewer, ;
Gerald M. Foreman, II, ;
Kristin W. Forrester, ;
Helen D. Reynolds, ;
Willie J. Toney, ;
Gwen P. Washington, ;
Derrick R. Wood, ;

RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PROJECT ADMINISTRATION AGREEMENT WITH PRINCE WILLIAM COUNTY FOR THE US ROUTE 1 WIDENING PROJECT

WHEREAS, the US Route 1 Widening (Fraley Boulevard) Project to widen Route 1 throughout the Town to accommodate a six lane, median-divided facility with a sidewalk on the northbound shoulder and a multi-use path adjacent to the southbound lanes is identified in the Town Comprehensive Plan as the Number 1 Traffic Project Priority; and

WHEREAS, funding is included in the current VDOT Six-Year Improvement Program sufficient to begin project scoping; and

WHEREAS, Town staff has insufficient resources to effectively deliver a federal aid project of the magnitude of the Route 1 Widening Project; and

WHEREAS, Prince William County (PWC) staff has the experience, training and a demonstrated ability to effectively deliver federal aid projects; and

WHEREAS, the Town has expressed its desire to have the PWC administer the project and PWC has expressed a willingness to do so.

NOW, THEREFORE, BE IT RESOLVED by Town Council that the Town Manager be authorized to enter into a Project Administration Agreement with Prince William County for the US Route 1 Widening Project.

By Order of Council:

Gerald M. Foreman, Mayor

ATTEST:

Dawn Hobgood, Town Clerk

PROJECT ADMINISTRATION AGREEMENT

TOWN OF DUMFRIES

PROJECT: ROUTE 1 WIDENING VDOT UPC 90339

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 20__, between the TOWN OF DUMFRIES, hereinafter referred to as the "TOWN" and the COUNTY OF PRINCE WILLIAM, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the TOWN has expressed its desire to have the COUNTY administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the TOWN to finance the Project; and

WHEREAS, the TOWN has requested that the COUNTY design and construct this Project in accordance with the scope of work described in Appendix B; and

WHEREAS, the COUNTY has agreed to perform such work; and

WHEREAS, both parties have concurred in the COUNTY's administration of the Project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the TOWN's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The COUNTY shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Execute a Project Administration Agreement with the Commonwealth of Virginia, Department of Transportation (VDOT) for the Project.
3. Be responsible for all activities necessary to complete the noted phase of each Project shown in Appendix A.

4. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services for the Project(s) as required.
5. Designate a Responsible Person and Project Manager in accordance with VDOT requirements.
6. Provide a summary of Project expenditures for charges the COUNTY actually incurs
7. Notify the TOWN of additional Project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The COUNTY will make all efforts to contact the TOWN prior to performing those activities.
8. Notify the TOWN of all Project meetings with VDOT and/or consultants five business days in advance of such meetings.
9. Report to the Town on the Project's progress on a minimum monthly basis.
10. Return any unexpended funds to the TOWN no later than 90 days after the Project(s) have been completed and final expenses have been paid in full.
11. Report to Town Council in person on a quarterly basis as to progress on the Project.

B. The TOWN shall:

1. Provide funds to the COUNTY for Preliminary Engineering (PE) and Right-of-Way (ROW) upon execution of this Agreement and for Construction (CN) no less than 90 days prior to advertisement in the amounts shown in Appendix A.
2. Accept responsibility for any additional Project costs resulting from unforeseeable circumstances, but only after concurrence of the TOWN and modification of this Agreement.
3. Designate a Project Coordinator for the Project.

C. Funding by the TOWN shall be subject to annual appropriation or other lawful appropriation by the Town Council.

D. Should funding be insufficient and Town funds be unavailable, both parties will review all available options for moving the Project forward, including but not limited to, halting work until additional funds are allocated, revising the Project scope to conform to available funds, or cancelling the Project.

- E. Should the Project be cancelled as a result of the lack of funding by the TOWN, the TOWN shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- F. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the COUNTY subject to the limitations established in this Agreement.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

TOWN OF DUMFRIES, VIRGINIA:

_____	_____
	Date
_____	_____
Typed or Printed Name of Signatory	Date
_____	_____
Signature of Witness	Date

COUNTY OF PRINCE WILLIAM, VIRGINIA:

_____	_____
	Date
_____	_____
Typed or Printed Name of Signatory	Date
_____	_____
Signature of Witness	Date

Appendix A

Project Number: Route 1 Widening (UPC 90339) Locality: Town of Dumfries

Project Identification and Funding

Scope: Reconstruction with added capacity

From: Southern Corporate Limits

To: Northern Corporate Limits

Locality Project Manager Contact Info:

Department Project Coordinator Contact Info:

Project Costs

Phase	Estimated Project Costs	Funding Advanced to VDOT	Funds Retained by Locality
Preliminary Engineering	\$1,600,000	\$1,600,000	
Right-of-Way & Utilities	TBD		
Construction	TBD		
Total Estimated Cost			

Project Financing

A	B	C	D	E
CTB Formula	Local Match	Urban Formula	<fund source D>	Aggregate Allocations (A+B+C+D)
\$1,225,000	\$7,000	\$368,000		

Payment Schedule

Previous Allocations	FY2014	FY2015	FY 2016	FY 2017	Total
\$375,000	\$125,000	\$125,000	\$500,000	\$475,000	\$1,600,000

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Typed or printed name of person signing

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing

Appendix B

Project Number: Route 1 Widening (UPC 90339) Locality: Town of Dumfries

Project Scope
<p>Work Description: Preliminary engineering plans for the Route 1 six lane widening project from the southern corporate limits to the northern corporate limits of the Town for a distance of approximately 1.758 miles. This project is identified in the Town's Comprehensive Plan as the Number 1 Transportation Project Priority.</p> <p>From: South corporate limits</p> <p>To: North corporate limits</p>
Locality Project Manager Contact Info: Department Project Coordinator Contact Info:

Detailed Scope of Services
<p>Perform Initial Project Scoping in accordance with VDOT Project Management Procedure Number PMO-1.4, Initiate Project Scope; provide deliverables per PMO-1.4.</p> <p>Perform Final Project Scoping in accordance with VDOT Project Management Procedure Number PMO-4.2, Final Project Scope; provide deliverables per PMO-4.2</p> <p>Establish project basic characteristics and limitations, establish alternatives, determine project requirements, develop complete project schedule and budget, schedule and hold the Scoping Kickoff and Preliminary Field Inspections reviews and meetings, and make recommendations.</p> <p>Deliverables include</p> <ul style="list-style-type: none">❖ conceptual horizontal and vertical alignments❖ typical sections❖ conceptual construction limits and design cross sections❖ locations and conceptual costs of proposed rights of way and easements❖ identification of major drainage/SWM structures and their locations❖ conceptual construction cost estimate using VDOT standard items

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Typed or printed name of person signing

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing